

EXHIBIT D:

**JOHN
RANZ, JR'S
DEPOSITION
EXCERPTS
11/11/03**

1 IN THE UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF OHIO
3 WESTERN DIVISION

4 Q&R ASSOCIATES, INC.,

5 Plaintiff,

6 VS.

7 UNIFI TECHNICAL FABRICS, LLC,
8 ET AL.,

9 Defendants.

CONFIDENTIAL
CASE NO. C-1-01-641

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DEPONENT: JOHN RANZ, JR.

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NOVEMBER 11, 2003

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10:16 A.M.

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REPORTED BY:
Heidi L. Constable, RPR, RMR

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1 discussed what the plans were for the next day, Mr.
2 Mebane said, At this point in time I would like to
3 request that the fact that you two have come down
4 here to visit and that we've had this meeting, I
5 would like to request that we keep this meeting --
6 the fact that this meeting took place confidential
7 amongst the three of us. And Mike and I both
8 responded that we have no problem with that. And at
9 that point Mr. Mebane stood up and we all shook hands
10 and he cheerfully said, we call this a North Carolina
11 agreement.

12 Q. And that was a North Carolina
13 agreement that you keep your meeting secret?

14 A. My impression of what he was terming a
15 North Carolina agreement was, yes, we keep this
16 meeting secret, yes, everything that we discussed at
17 this meeting is secret, and that here in North
18 Carolina our word is our bond, and that's what we
19 call a North Carolina agreement. So if I tell you
20 something, you can take it to the bank and you can
21 trust it to be truthful. That's what I considered to
22 be the North Carolina agreement.

23 Q. The sequence of events was he asked
24 you to keep the meeting secret, you and Mr. Quinn

1 recollection of receiving this letter --

2 MR. PACKARD: Wait for the question.

3 Q. What is your recollection of receiving
4 this?

5 A. We had an agreement that we were going
6 to get a \$25,000 check, which we had not received,
7 and my recollection is that Mr. Quinn called Mr.
8 Mebane and asked him when we were going to receive
9 that check. And at some time after that phone call
10 we received a check with this accompanying letter.

11 Q. okay. Then the last large paragraph,
12 "One final point, he," meaning Mr. McCoy, "asked
13 about the 120 days termination terms." I'm not going
14 to read the rest of it, but he gives a couple of
15 alternatives, no handling the payments for 120 days,
16 and he ends up saying, "what do you think?" Did --
17 do you know if Mr. Quinn ever responded to this
18 question?

19 A. No, I do not know.

Q. Did you ever respond to the question?

21 A. No, I did not.

22 Q. Is there some reason that Q&R did not
23 proceed with Mr. Mebane to finalize the agreement and
24 prepare and sign a written agreement?